

JUDGE KEENAN

14 CV

7114

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

GETTY IMAGES (US), INC.,

Plaintiff

v.

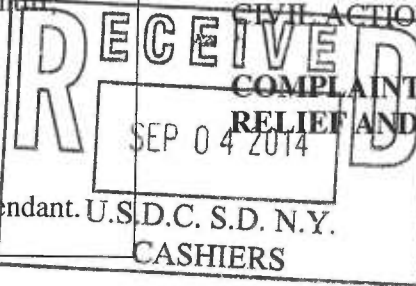
MICROSOFT CORPORATION,

Defendant. U.S.D.C. S.D. N.Y.

CASHIERS

CIVIL ACTION NO. \_\_\_\_\_

COMPLAINT FOR INJUNCTIVE  
RELIEF AND DAMAGES



Plaintiff Getty Images (US), Inc. ("Getty Images"), for its complaint against Defendant Microsoft Corporation ("Microsoft"), avers as follows:

**NATURE OF THE CASE**

1. Plaintiff Getty Images brings this action to enjoin Defendant Microsoft from infringing and facilitating the massive infringement of Plaintiff's copyrights through a new service that Defendant introduced less than two weeks ago. Plaintiff also seeks damages and other appropriate remedies for that infringement, as specified below.
2. On or about August 22, 2014, Defendant Microsoft released a new service called "Bing Image Widget," which Defendant markets to website publishers as a tool for enhancing the visual quality of their websites. The Bing Image Widget allows website publishers to embed a panel on their websites that will display digital images supplied by Defendant through its proprietary "Bing Image Search" search engine, based on search queries of the website publisher's choosing. The resulting display, Defendant tells website publishers, "enhances your web site . . . and provides your users with beautiful, configurable image galleries and slideshows."<sup>1</sup>

<sup>1</sup> <http://www.bing.com/widget/image>

3. What Defendant fails to mention, however, is that these “beautiful, configurable image galleries and slideshows” typically consist of copyrighted images, including images whose copyrights are owned or controlled by Plaintiff. Rather than draw from a licensed collection of images, Defendant gathers these images by crawling as much of the Internet as it can, copying and indexing every image it finds, without regard to the copyright status of the images and without permission from copyright owners like Plaintiff. The supply of images for the Bing Image Widget is therefore in the billions – essentially, the entire universe of images that Defendant can find on the Internet – including Plaintiff’s highly valuable copyrighted works. In effect, Defendant has turned the entirety of the world’s online images into little more than a vast, unlicensed “clip art” collection for the benefit of those website publishers who implement the Bing Image Widget, all without seeking permission from the owners of copyrights in those images.

4. The injury that Defendant’s Bing Image Widget causes Plaintiff – and, if not enjoined immediately, will cause further – is immense and irreparable. Plaintiff is one of the world’s largest providers of commercial visual content and the leading provider of commercial images online, representing more than 80 million unique works of digital imagery. Plaintiff’s business is thus critically dependent on licensing to others the right to use Plaintiff’s images in precisely the manner that Defendant now uses them illegally. By freely providing these images to websites after having copied them from other websites (without any permission to do so), Defendant has all but eliminated the incentive of website publishers to seek proper licenses from Plaintiff for the right to display its images on their websites. Given the nature and scale of Defendant’s conduct, the actual injury to Plaintiff is incalculable and cannot be remedied by monetary damages alone. Plaintiff asks, therefore, that the Court immediately enjoin

Defendant's Bing Image Widget and award damages arising out of Defendant's unlawful conduct.

### **JURISDICTION AND VENUE**

5. This is a civil action seeking injunctive relief and damages for copyright infringement under the Copyright Act, 17 U.S.C. § 101 *et seq.*

6. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

7. The Court has personal jurisdiction over Defendant pursuant to N.Y. C.P.L.R. §§ 301 and 302(a) because Defendant (i) transacts or solicits business within the State of New York through, *inter alia*, its office in this District; (ii) has designated an agent for service of process in the State; (iii) has committed acts of copyright infringement within the State and in this District; (iv) has committed acts of copyright infringement outside the State, which caused injury to Plaintiff within the State and which Defendant expected or should reasonably have expected to have consequences within the State; (v) derives substantial revenue from interstate or international commerce; and (vi) previously subjected itself to jurisdiction in the State by filing numerous suits in this Court.

8. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400(a).

### **PLAINTIFF AND ITS BUSINESS**

9. Plaintiff Getty Images is a corporation organized under the laws of New York with its principal place of business in New York, New York.

10. Getty Images is one of the world's leading content providers. It supplies imagery, video, and music to business customers for a wide variety of uses, including websites, books, newspapers, magazines, film and television production, advertisements, and product packaging.

It is one of the world's largest providers of commercial visual content and the leading provider of commercial images online. Included among Getty Images' collection of works are many of the most iconic, creative and engaging photographic images ever created.

11. Getty Images' revenue is generated primarily by licensing the rights to use its content. Getty Images owns much of the content it licenses, but also acts as a distributor for more than 150,000 other content suppliers, including photographers, illustrators, filmmakers, media organizations, and other stock photo companies, all of whom depend on Getty Images for the collection and distribution of royalties and management of their intellectual property. These content suppliers retain ownership of the copyrights in their works but grant Getty Images by contract the right to market, distribute, and license those works to third parties. Getty Images owns or represents more than 80 million unique works of digital imagery.

12. Getty Images was the first company to license imagery via the Internet and currently delivers virtually all of its content through digital means. Getty Images maintains websites at [www.gettyimages.com](http://www.gettyimages.com) and [www.istock.com](http://www.istock.com), where visitors can search and view millions of images and obtain licenses to use them. Getty Images has invested and continues to invest substantial resources in operating these websites in order to provide potential customers with the means to browse its images and acquire rights to use them.

13. In March 2014, Getty Images revolutionized the way in which images are licensed and distributed online. Through its innovative "Embed" offering, Getty Images now permits noncommercial websites and users of social media to use any of approximately 50 million of Getty Images' copyrighted images without payment of any fees whatsoever, provided that the image is displayed using Getty Images' new "Embed" tool. The "Embed" tool consists of a short snippet of code (computer instructions) that a website publisher includes in a webpage



or a social media user includes in a post in order to embed a specific image within their content. This code causes the computer of a website visitor or a social media participant to obtain the specified image from a Getty Images server, where the image is actually hosted, and displays the selected image in an embedded viewer that includes photographer attribution and the Getty Images name and logo. A click on the image leads the viewer to a page where he or she may license commercial uses on a paid basis.

14. A non-exhaustive, illustrative list of Getty Images' federally copyrighted works that Defendant has illegally reproduced, distributed, and displayed is attached hereto as Exhibit A. Getty Images has received Certificates of Copyright Registration from the Register of Copyrights for these copyrighted works.

#### **THE DEFENDANT AND ITS UNLAWFUL CONDUCT**

15. Defendant is a corporation organized under the laws of the State of Washington, with its principal place of business in Redmond, Washington, and has at least two offices in the State of New York, including an office in this District.

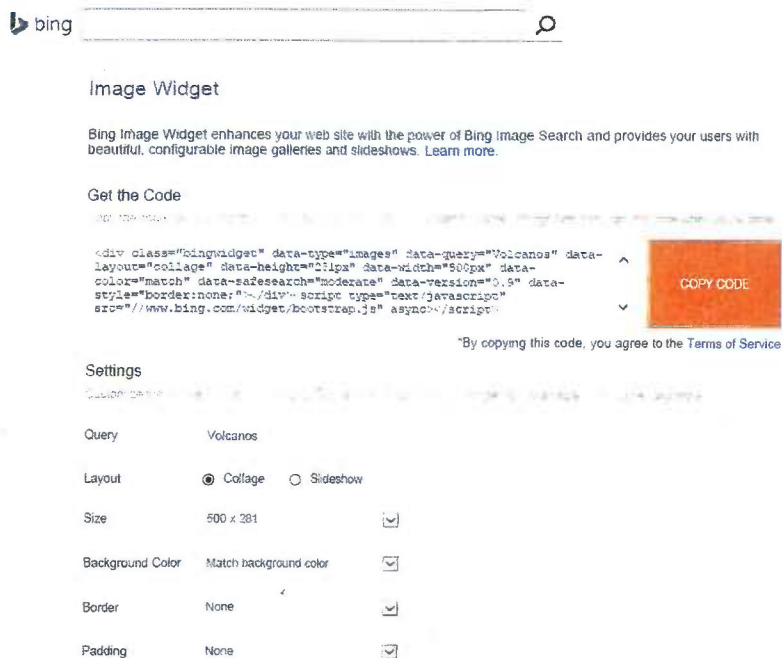
16. Defendant is a multinational company that develops, produces, licenses and/or sells a wide variety of products and services, including computer software, electronics, and online services.

17. One of Defendant's services is an Internet search engine known as "Bing," which includes a specialized, image-oriented search engine known as "Bing Image Search." Like other search engines, Bing crawls the Internet for online content and creates an index of that content in a database stored on Bing's own servers. Bing responds to user search queries by consulting its index and providing to the user the content that Bing determines is most relevant to the user's query.

18. In crawling the Internet for online content, Bing also makes at least one copy of every image that it finds online and stores at least a reduced-size, “thumbnail” copy of each image on its servers. Bing Image Search distributes and displays the thumbnails to users in response to image search queries along with larger-sized images and links to the third-party source websites that host the full-sized images, from which Bing’s copies were derived.

### The Bing Image Widget

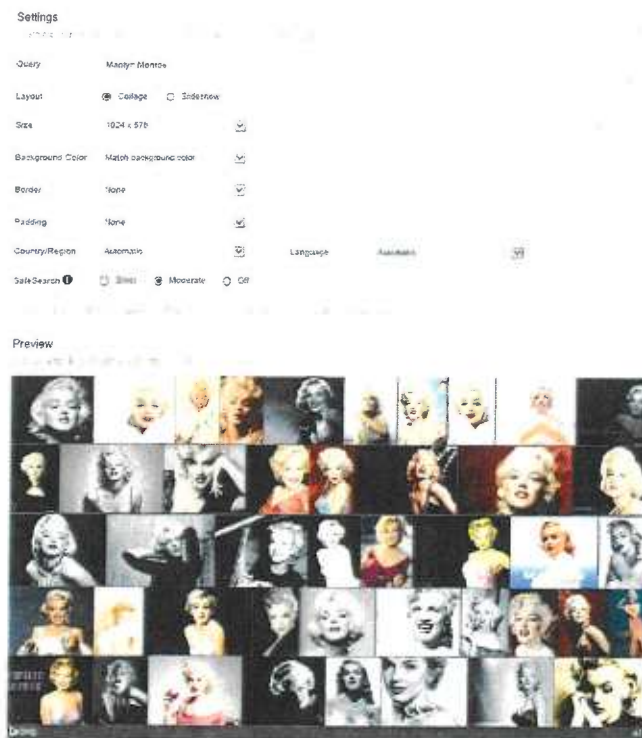
19. On or about August 22, 2014, Defendant released its Bing Image Widget, which Defendant markets to website publishers as a tool that “enhances your web site with the power of Bing Image Search and provides your users with beautiful, configurable image galleries and slideshows.”<sup>2</sup> Similar to Plaintiff’s “Embed” tool, the Bing Image Widget consists of a snippet of code that website publishers can copy from the Bing Image Widget website, [www.bing.com/widget/image](http://www.bing.com/widget/image), and paste directly into the source code of pages on the publisher’s own website:



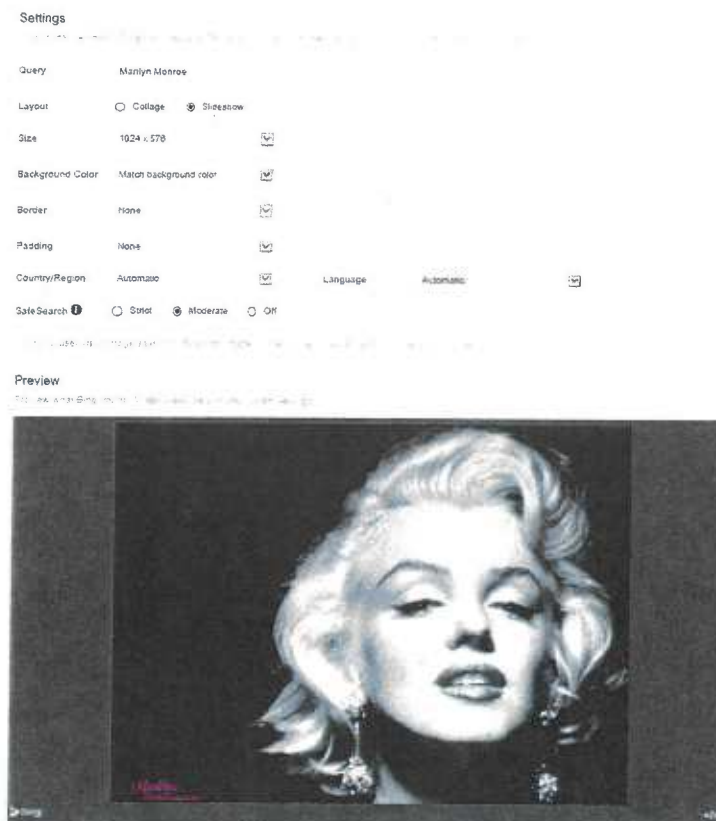
<sup>2</sup> <http://www.bing.com/widget/image>

20. Once the Bing Image Widget code has been added to a page on the publisher's website, that page will include an embedded panel, bearing the "Bing" logo, in which will be displayed images from Bing Image Search that Defendant has determined are most responsive to a search query of the publisher's choosing.

21. Certain features of the display can be customized by the website publisher before he or she copies and pastes the Bing Image Widget code into his or her own pages (the code will change depending on the choices that the website publisher makes). For example, Defendant gives the website publisher the option to have the images presented in either a "collage" or "slideshow" format. If the publisher chooses the "collage" format, the display panel will include a number of different thumbnail-sized images that Bing Image Search determines are relevant to the particular search query. To illustrate using the preview feature on [www.bing.com/widget/image](http://www.bing.com/widget/image), a query for the words "Marilyn Monroe" yields a collection of thumbnail-sized images of Marilyn Monroe in the display panel:

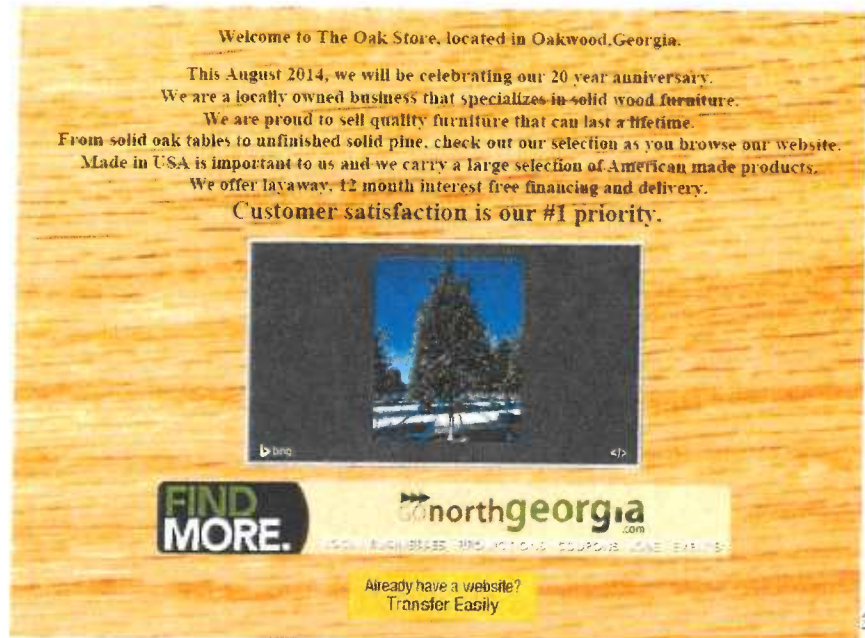


22. If the website publisher chooses instead to have a “slideshow,” then the display panel will include a number of larger-sized images – between 1 and 25, at the publisher’s election – that will appear one at a time, swapping out every few seconds. Again, a query for “Marilyn Monroe” yields a series of larger-sized, interchanging images of Marilyn Monroe in the display panel, which can be limited to a single, static image if the “slideshow” is limited to only one image:



23. Although the Bing Image Widget was released only recently and is designated by Defendant as a “beta” version, it has already been implemented by websites around the world – including in commercial settings – such as in the following example of a website for The Oak Store furniture store in Oakwood, Georgia, which selected the “slideshow” view of images based on a search query for “oak trees”:





24. In another example, a website that sells fitness equipment and focuses on issues of health, fitness and nutrition selected the “slideshow” view based on a search query for “fitness”:



<sup>3</sup> <http://www.theoakstorega.com>

25. In yet another example, a website for a business that rents vacation accommodations on the Markaska Riveira in Croatia selected the “collage” view based on a search query for “croatia markaska”:



26. The images that Defendant uses to populate the Bing Image Widget display panel with content are not from some collection for which Defendant or users of the Bing Image Widget have obtained licenses to use in this manner. Instead, Defendant draws from the vast repository of images that Bing Image Search has already copied and indexed from the Internet at

<sup>4</sup> <http://healthnexercise.com>

<sup>5</sup> <http://www.makar80.eu/index.html>

large, including Plaintiff's copyrighted images, even though Defendant has no license or permission from Plaintiff to do so.

27. If the user of the Bing Image Widget has selected the "collage" view option, then Defendant simply populates the display panel with Defendant's own thumbnail-sized copies of the images that Defendant stores on its own servers. If the "slideshow" view is selected, then Defendant directs the user's browser (in a manner that is invisible to the user) to download and display the larger-sized image from the third-party website that hosts the image and from which Defendant, through Bing Image Search, made its copy of the thumbnail version of the image. Although the larger-sized image that appears in the display panel is hosted and served from the third-party source's server, Defendant intentionally masks the third-party source website and any context that surrounds the image as it appears on that third-party site, creating the appearance that the image is instead coming from the Bing-branded display panel. Further masking the image's origin (and serving Defendant's own commercial interests), clicking the image takes the user not to the third-party source website, but instead to Defendant's own Bing Image Search site.

28. Although Defendant draws on images and data that it collected through the operation of the Bing search engine, the Bing Image Widget does not function – nor does Defendant promote it – as a search engine that directs users to third-party sources of information online. To the contrary, Defendant expressly markets the Bing Image Widget as a website enhancement tool, designed to make websites on which the Widget is installed more visually attractive to users and to keep users from leaving the website, thereby increasing the website's



economic value. As Defendant itself proclaims, the Bing widgets “driv[e] engagement, time-on-site, and user satisfaction.”<sup>6</sup>

29. Moreover, Defendant derives significant economic value from the fact that clicking an image in the Bing Image Widget display panel takes the user not to the third-party source website, but instead to Defendant’s own Bing Image Search website. Drawing users to its own universe of websites and maximizing the time that users remain there allows Defendant to derive valuable data about those users and increases the value of Defendant’s websites for advertising purposes, among others. Indeed, Defendant has expressly reserved the right to charge direct fees for the use of the Bing Image Widget and to further monetize the service by placing advertisements in the Bing results in the display panel. *See* Exhibit B (terms of service).

30. Defendant, through its Bing Image Widget, competes directly with Plaintiff by supplying imagery to website publishers in order to enhance the appearance, attractiveness and value of websites on which that imagery is displayed, and to attract users to its own websites. Unlike Plaintiff, however, Defendant has no license or other permission to use Plaintiff’s copyrighted images in this manner, and pays nothing to the photographers and contributors who created the images.

31. Defendant’s unlawful reproduction, distribution and display of Plaintiff’s copyrighted works has harmed, and will continue to harm, Plaintiff. If website publishers can obtain from Defendant a virtually limitless collection of online images for display on their websites for free and without restriction, they will have little or no incentive to license such uses of Plaintiff’s copyrighted images from Plaintiff. Defendant’s services thus have acted and will continue to act as a substitute that displaces significant numbers of legitimate licensing

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<sup>6</sup> <http://www.bing.com/webmaster/help/bing-knowledge-widget-how-to-install-and-configure-a0de7aba> (discussing the Bing Knowledge Widget).



agreements. Moreover, Defendant supplies images to the Bing Image Widget with no controls on their downstream use, leaving users free to copy and further distribute Plaintiff's images in ways that cause additional, and incalculable, damages. In short, with each day of its continued use, the Bing Image Widget poses a significant threat to the economic viability of Plaintiff's business, its photographers and content suppliers, and, indeed, the entire photographic industry.

### **FIRST CAUSE OF ACTION**

#### **Copyright Infringement, 17 U.S.C. § 501, et seq.**

32. Getty Images repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 31, as if set forth herein.

33. Getty Images is the owner and/or exclusive licensee of copyrights in the images that are the subject of this action, including but not limited to the works listed in Exhibit A hereto.

34. Defendant, without the permission or consent of Plaintiff, has reproduced, distributed to the public, and publicly displayed Plaintiff's copyrighted images, and has knowingly encouraged, materially contributed and/or facilitated the unauthorized reproduction, distribution, and display of Plaintiff's copyrighted images by others, including but not limited to the copyrighted works listed in Exhibit A hereto. Such reproduction, distribution and display of Plaintiff's works constitutes infringement of Plaintiff's exclusive rights under copyright in violation of 17 U.S.C. § 106(1), (3) and (5).

35. Defendant is directly and indirectly liable for these acts of infringement under the Copyright Act.

36. Defendant has the right and ability to stop or limit infringement occurring through the use of the Bing Image Widget and has a direct financial interest in such infringing activities.

37. The infringement of Plaintiff's rights in each of its copyrighted works constitutes a separate and distinct act of infringement.

38. Defendant's acts of infringement are willful, intentional and purposeful, in disregard of and with indifference to the rights of Plaintiff.

39. Defendant's conduct is causing, and, unless enjoined by this Court, will continue to cause Plaintiff great and irreparable injury that cannot fully be compensated or measured in money. Plaintiff has no adequate remedy at law.

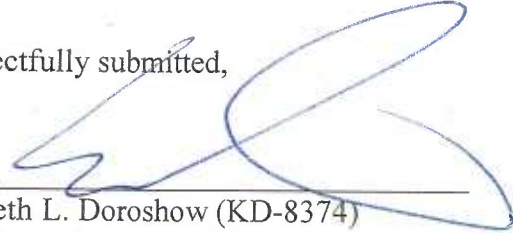
WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- (a) for a declaration that Defendant willfully infringes Plaintiff's copyrights;
- (b) for such equitable relief under Titles 17 and 28 as is necessary to prevent or restrain infringement of Plaintiff's copyrights, including a preliminary injunction and a permanent injunction requiring that Defendant and its officers, agents, servants, employees, attorneys, and others in active concert or participation with each or any of them, (i) cease infringing, or causing, enabling, facilitating, encouraging, promoting or participating in the infringement of, any of Plaintiff's copyrights or exclusive rights protected by the Copyright Act or common law, whether now in existence or hereafter created; and (ii) cease to use, offer, provide or otherwise support the Bing Image Widget unless and until Defendant satisfies the Court that Defendant has ceased to infringe Plaintiff's copyrights;
- (c) for statutory damages pursuant to 17 U.S.C. § 504(c), in the maximum amount provided by law, as may be proven at trial, arising from Defendant's violations of Plaintiffs' rights under the Copyright Act or, in the alternative, at Plaintiff's election pursuant to 17 U.S.C. § 504(b), Plaintiff's actual damages, including Defendant's profits from infringement, in amounts to be proven at trial;

- (d) for Plaintiff's costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505 and otherwise;
- (e) for pre- and post-judgment interest on any monetary award made part of the judgment against Defendant; and
- (f) for such other relief as the Court may deem just and proper.

Dated: September 4, 2014

Respectfully submitted,



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*Attorneys for Plaintiff*

# **EXHIBIT A**



GETTY IMAGES ASSET ID	COPYRIGHT REGISTRATION NUMBER	COPYRIGHT REGISTRATION DATE	TITLE OF WORK
dv052006d	VA 1-729-668	8/18/2010	Multicultural business discussion. Getty Images number dv052006d
BF1429-001	VA 1-850-730	3/8/2013	Businessman falling over, legs in air (blurred motion) (BF1429-001)
200137589-001	VA 1-881-277	4/1/2013	Pit bull mix dog with tongue out, close-up (200137589-001)
200518841-002	VA 1-881-280	3/21/2013	Mixed breed dog with paws covering eyes (200518841-002)
BD8365-001	VA 1-881-285	3/19/2013	Chinchilla cat wearing diamond tiara, resting on cushion (BD8365-001)
88301298	VA 1-903-785	2/7/2014	Cat and dog taking pictures of themselves (88301298)
136251724	VA 1-904-816	2/21/2014	Bad Kitty (136251724)
103863352	VA 1-909-979	4/22/2014	Red Satin Theatre Curtains With Black Copy Space (103863352)
EB9822-002	VA-1-304-333	11/26/2004	O'Clair 008/published stock images 1995 : Group registration of 108 published photos
999111-005	VA-1-304-333	11/26/2004	O'Clair 008/published stock images 1995 : Group registration of 108 published photos
999117-004	VA-1-304-333	11/26/2004	O'Clair 008/published stock images 1995 : Group registration of 108 published photos
996108-001	VA-1-304-333	11/26/2004	O'Clair 008/published stock images 1995 : Group registration of 108 published photos
993072-001	VA-1-304-333	11/26/2004	O'Clair 008/published stock images 1995 : Group registration of 108 published photos
992648-002	VA-1-304-333	11/26/2004	O'Clair 008/published stock images 1995 : Group registration of 108 published photos
992645-001	VA-1-304-333	11/26/2004	O'Clair 008/published stock images 1995 : Group registration of 108 published photos
988582-001	VA-1-304-333	11/26/2004	O'Clair 008/published stock images 1995 : Group registration of 108 published photos
BA65295	VA-1-385-319	8/13/2007	Mature woman wearing blue polo neck, portrait, close-up. Getty Images number BA65295.
414366-001	VA-1-419-398	7/11/2007	Words projected on hand pointing to page in dictionary. Getty images no. 414366-001.
200028913-001	VA-1-419-399	7/11/2007	Young woman with wet face laughing, close-up. Getty images number 200028913-001.
200012519-001	VA-1-420-480	7/17/2007	Two brothers (12-14) in football uniforms, portrait. Getty images number 200012519-001.
200019259-001	VA-1-420-481	7/17/2007	Question mark on road sign, close-up, low angle view. Getty images number 200019259-001.
BC3300-003	VA-1-420-483	7/17/2007	Woman sitting, with wistful expression, portrait. Getty images number BC3300-003.
200132982-001	VA-1-623-011	11/14/2007	Young woman lying down, eyes closed, close-up. Getty Images number 200132982-001.
AR1337-001	VA-1-623-582	12/6/2007	Chocolate truffles, close up. Getty images number AR1337-001.
AB68203	VA-1-623-736	12/7/2007	Cup of coffee and coffee beans. Getty Images number AB68203.
AB26324	VA-1-623-739	12/7/2007	Lab technician removing flasks from refrigerator. Getty Images number AB26324.
EA3962-001	VA-1-623-801	12/7/2007	Men sampling water from clarifier tank at waste treatment plant. Getty Images number EA3962-001.
BC7447-003	VA-1-623-937	12/7/2007	Common housefly (Musca domestica), close-up. Getty Images number BC7447-003.

GETTY IMAGES ASSET ID	COPYRIGHT REGISTRATION NUMBER	COPYRIGHT REGISTRATION DATE	TITLE OF WORK
AB68278	VA-1-623-938	12/7/2007	Family having picnic in meadow, Burgundy, France. Getty Images number AB68278.
BA61273	VA-1-623-943	12/11/2007	Signing will. Getty Images number BA61273.
AB01733	VA-1-623-959	12/13/2007	Woman writing check at bank counter, rear view. Getty Images number AB01733.
CA26551	VA-1-623-977	12/11/2007	Two wedding bouquets. Getty Images number CA26551.
816420-001	VA-1-624-240	12/17/2007	Selection of fruits arranged in a bowl, still life, overhead view. Getty Images number 816420-001.
6136-000102	VA-1-624-541	12/27/2007	Moisture on bottle of beer. Getty Images number 6136-000102.
ba17693	VA-1-625-100	1/2/2008	Calendar pages, close-up (grainy). Getty Images number BA17693.
200167546-003	VA-1-625-102	1/3/2008	Businesswoman catching falling money. Getty Images number 200167546-004.
10197811	VA-1-625-122	1/3/2008	Crowd cheering at baseball game. Getty Images number 10197811.
10197228	VA-1-625-123	1/3/2008	Jetty extending into sea, Cancun, Yucatan, Mexico. Getty Images number 10197228.
200009356-001	VA-1-625-124	1/3/2008	Young man with eye open wide, close-up. Getty Images number 200009356-001.
ab16310	VA-1-625-134	1/3/2008	Crowd of people walking on city street. Fifth Avenue, New York City, New York, USA. Getty Images number AB16310.
ba11057	VA-1-625-160	1/4/2008	Spain, Barcelona, crowd in La Rambla. Getty Images number BA11057.
AV1359-001	VA-1-625-303	1/9/2008	Surgeon wearing scrubs in operating room. Getty Images number AV1359-001.
DA60444	VA-1-626-056	1/9/2008	Man cooking food on barbecue, people dining in background. Getty Images number DA60444.
DA60456	VA-1-626-056	1/9/2008	Grandfather and grandson (6-8) by pool, low section, rear view. Getty Images number DA0456.
DA60447	VA-1-626-056	1/9/2008	Young woman and mature man in kitchen, man chopping tomatoes. Getty Images number DA60447.
83454508	VA-1-658-847	1/26/2009	Miley Cyrus Berlin Concert. Getty Images number 83453610 et al
83655539	VA-1-661-930	2/9/2009	83657222- The 56th Annual BMI Country Awards
2685663	VA-1-850-739	2/8/2013	Group Registration of Published Photographs, pub. Oct 31, 2003; 4 photos
a0003-000302	Vau-619-616	4/13/2004	DKlump 203PR, 303CARIB, 402TX4, 803USA, safe, 594CA,57823, 1203TX, 204MW1, 28123, 998EURO, 678TX, 683TX, 699JAX, 2021.
200397095-001	Vau-619-616	4/13/2004	DKlump 203PR, 303CARIB, 402TX4, 803USA, safe, 594CA,57823, 1203TX, 204MW1, 28123, 998EURO, 678TX, 683TX, 699JAX, 2021.

## **EXHIBIT B**




## Image Widget

Bing Image Widget enhances your web site with the power of Bing Image Search and provides your users with beautiful, configurable image galleries and slideshows. [Learn more.](#)

### Get the Code

Copy the code below and paste it into your page's source. Or, customize some settings first and copy the code when you're done.

```
<div class="bingwidget" data-type="images" data-query="Volcanos" data-
  layout="collage" data-height="281px" data-width="500px" data-
  color="match" data-safesearch="moderate" data-version="0.9" data-
  style="border:none;"></div><script type="text/javascript"
  src="//www.bing.com/widget/bootstrap.js" async></script>
```



\*By copying this code, you agree to the [Terms of Service](#)

### Settings

Customize the Image Widget for your site. Tell us which query to show, images for what size it should be, and more.

Query	Volcanos		
Layout	<input checked="" type="radio"/> Collage	<input type="radio"/> Slideshow	
Size	500 x 281	<input type="button" value="v"/>	
Background Color	Match background color	<input type="button" value="v"/>	
Border	None	<input type="button" value="v"/>	
Padding	None	<input type="button" value="v"/>	
Country/Region	Automatic	<input type="button" value="v"/>	Language Automatic <input type="button" value="v"/>
SafeSearch ⓘ	<input type="radio"/> Strict	<input checked="" type="radio"/> Moderate	<input type="radio"/> Off

\*When a user visits image search on Bing from Image Widget, we will always honor the user settings first.

### Preview

Preview what Bing Image Widget looks like with your current settings.







## Home

- ▶ Getting Started
- ▶ How to Configure My Site
- ▶ Using Reports & Data
- ▶ Using Diagnostics & Tools
- ▶ Messages & Alerts
- ▶ Content Removal
- ▶ Content Guidelines
- ▶ Malware & Spam
- ▶ Advanced Topics
- ▶ FAQ
- ▶ Getting Help & Support
- ▶ Widgets & Downloads
  - Knowledge Widget
  - Bing XML Sitemap Plugin
  - Get the Bing Image Widget**

Go to Webmaster Tools

## Search



## Bing Image Widget

Bing Image Widget enhances your web site with the power of Bing Image Search and provides your users with beautiful, configurable image collages and slideshows. What's more, Bing Image Widget is easy to configure.

### GET THE CODE

To get the code simply navigate to the [Bing Image Widget page](#), or, if you are in Bing Webmaster Tools, go to Widgets > Image Widget. You will find the default embed code under **Get the Code**. Simply copy and paste the code into the page you want the Image Widget to run on by clicking the **Copy Code** button. However, most likely you want to make some settings first.

### SETTINGS

The settings section allows you to customize the Image Widget for your site or even a single page. The following settings are supported through the user interface:

- **Query:** type the query that should be used to populate the images in the widget.
- **Layout:** select the widget layout you prefer by clicking the corresponding radio button. You can choose between **collage** and **slideshow**.
- **Size:** select the desired dimension from the **Size** dropdown. The following sizes are possible:
  - 320 x 180
  - 500 x 281
  - 640 x 360
  - 800 x 450
  - 1024 x 576
  - **Custom:** allows you to enter your own width and height.
- **Background Color:** select the desired background color setting from the dropdown. The following options are available from the dropdown menu:
  - **Match background color:** automatically adapts to your page's background color.
  - **Light**
  - **Dark**
  - **Custom:** enter your own hex value
- **Border:** select the desired border from the **Border** dropdown.
- **Padding:** select the desired padding from the **Padding** dropdown.
- **Country/Region:** tell the Image Widget to show results from Bing optimized for a specific country/region.
- **Language:** tell the Image Widget to show results from Bing optimized for a specific language and select the language from the **Language** dropdown menu.
- **SafeSearch:** force the image widget to use results that observe a specific SafeSearch setting. The following settings are possible:
  - **Strict** - Filter out adult images from the result. Use this setting to be the most restrictive.
  - **Moderate (Default)** - Filter adult images.
  - **Off** - Don't filter adult content from the image results

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## Bing Image Widget (Beta) Terms of Service

### THANK YOU FOR CHOOSING MICROSOFT

1. This is a contract between you and Microsoft Corporation ("Microsoft"). Sometimes Microsoft is referred to as "we," "us" or "our." This contract applies to the beta version of the Microsoft Bing Image Widget (the "Bing Image Widget"). The Bing Image Widget is a JavaScript-based module that is intended to deliver a Microsoft-hosted image search experience with results (collectively, "Bing results") requested by the author (collectively, "Bing Services") of a customer-facing or an end-user facing website (or application containing HTML views) (a "Website"). Through the use of script attributes or by means of configuration settings, if any, made through the Bing Image Widget website, webmasters can set-up Bing Image Widget how it is described on the Bing Image Widget website. As used in this contract, "Services" means, collectively and as applicable, Bing Image Widget, and the detection and appearance of images on a web page containing Bing Image Widget, their configuration, any Bing services delivered, and any related widget IDs, keys, or similar materials. This contract incorporates by reference the Bing terms of use (Microsoft Services Agreement, found here), and which may be updated from time to time), and any applicable guidelines, documentation or requirements, technical, operational or otherwise relating to the Services, including without limitation the Bing Image Widget documentation found here, as they may be published and updated by Microsoft from time to time. Please note that we do not provide warranties for the Services. This contract also limits our liability. These terms are in Section 13 and Section 14 and we ask you to read them carefully. We provide the Services solely on an "as is" and "as available" basis, in accordance with Section 13, and you acknowledge that latency with regard to delivery of Bing functionality and results is a function of network bandwidth, server capacity, and other factors. In addition, we reserve the right to vary the Services (i.e. offer different tiers or levels of the Bing services and any support we may provide thereto) to individual Websites, users or applications as determined by us in our sole discretion.

2. WHAT RIGHTS DO I HAVE? Solely to the extent that you are in compliance with all terms of this Agreement, we grant you a non-exclusive, non-transferable, non-sublicenseable license to use the Services to enable your Website to obtain and show the Bing Image Widget. Your license to use the Services is limited, however, to solely your Websites. You are responsible for your own conduct while using the Services and for any consequences of this use.

3. CODE OF CONDUCT / RESTRICTIONS ON USE. Your Website, and your access to and use of any or all of the Services, must comply with all applicable Microsoft policies and guidelines (including, without limitations, any call volume limitations, security policies, and privacy policies), technical requirements and documentation, and all applicable laws (including, without limitation, the applicable laws of your jurisdiction relating to online conduct, acceptable content, data collection, privacy, and the export of data to the United States or your country of residence). This contract does not grant you any rights related to any services, materials, content, or data other than the Services. You will not, and will not permit your users or other third parties to:

- (a) modify, reverse engineer, decompile, or otherwise alter the Services;
- (b) distribute, publish, facilitate, enable, or allow access or linking to the Services from any location or source other than your Website;
- (c) modify, filter, obscure, or replace the text, images, or other content of the Bing Image Widget or Bing results, display Bing results with search results from other sources or with other content so that such other search results or content appears as displayed to be part of the Bing results;
- (d) frame, minimize, remove, redirect, delay, or otherwise inhibit or modify the display of any web page accessed by the links provided in or associated with the Bing Image Widget and Bing results;
- (e) hide or mask from us your identity, or the identity of your Website, as it uses the Services
- (f) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or otherwise violate Microsoft's then-current editorial policies (found here, and which may be updated from time to time);
- (g) impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations (e.g., copyright or trademark symbols), or labels of the origin or source of services, software, or other materials;
- (h) use the Services to violate the law or for any unauthorized purpose;
- (i) use the Services to infringe upon the copyright, trademark or other intellectual property rights of anyone;
- (j) interfere with or disrupt the Services, or servers or networks related to the Services, or disobey any requirements, procedures, policies, or regulations of networks related to the Services;
- (k) create user accounts by automated means or under false or fraudulent pretenses;
- (l) copy, store, or cache any Bing Image Widget or Bing results or image information from the Services;
- (m) commercialize (i.e., sell, rent, or lease) Bing Image Widget or Bing results;
- (n) transmit any virus, worm, defect, Trojan horse, or any other item intended to destroy, surreptitiously interfere with, expropriate, or exert unauthorized control over any system or data or to defraud any person;
- (o) directly or indirectly generate impressions or clicks on the Bing Image Widget or Bing results, or authorize or encourage others to do so, through any automated, deceptive, fraudulent, or other invalid means;
- (p) taking any action to remove the hyperlinks included as a part of any transmitted Bing results; or
- (q) create or attempt to create a substitute or similar service or product as that of the Service or Bing through use of or access to any of the Services or proprietary information related to the Services.

4. LIMITATIONS AND CONDITIONS OF THE SERVICE. We may use technology or other means to protect the Services, protect our customers, or stop you from breaching this contract. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of the Services, and you may not work around or attempt to thwart or disable any

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of these technical or other means. We also may, in our sole discretion, limit the: (a) rate at which the Services, or any subset of them, may be called; (b) the amount of storage made available to each Services account; or (c) the length of individual content segments that may be uploaded to, or served from, the Services (all of the foregoing being forms of "Throttling"). We may perform this Throttling globally across all Services, per end user, or on any other basis. You will not take steps to circumvent any technical measures we may put in place to enforce Throttling.

5. **ATTRIBUTION AND ADVERTISING.** We may include our trademark(s) or logo(s) in Bing results provided through the Services and, if we do so, you will not remove, modify, or interfere with the display or viewing of these trademarks or logos. We may also include advertising in Bing results provided through the Services and, if we do so, you will not remove, modify, or interfere with the display or viewing of this advertising. You may not display advertising on the same page with the Bing Image Widget or Bing results in the event that the Bing results are substantially all of the content on the page. You will display any advertising distinct and separate and set apart from the Bing Image Widget and any Bing results. You will display, and you will not remove, alter or obscure, any attribution information provided by Microsoft in connection with any Bing results. The Bing Image Widget and search results obtained through the Services will not constitute the sole or primary content of your Website.

6. **END USER TERMS.** The Terms of Use located here (which may be updated from time to time, the "Bing TOUs") or such other locations as Microsoft may specify apply to end users' use of and access to Bing results through your Website.

7. **PRIVACY.** All access to and use of the Services is subject to the data practices set forth in the Microsoft Online Privacy Statement, which is available here (which may be updated from time to time). Nothing in this contract or the Services provide for the collection or transfer of any personally identifiable information of internet users between the parties. You must maintain a prominent online privacy policy for your Websites and applications that access the Services. This privacy policy, at a minimum, must include: (a) a full, accurate, and clear disclosure regarding the placement, use, and reading of cookies and related technologies, and your collection and use of data in relation to activity by users of your Websites and applications; (b) to the extent applicable, your use of Microsoft for advertising services for your Websites and applications; and (c) to the extent applicable a disclosure that users may choose to not participate in Microsoft's personalized advertising services, along with a link to a Microsoft-specified web address where the user may "opt out" of such personalized advertising services.

8. **HOW WE MAY CHANGE THE CONTRACT.** If we modify this contract, then we will provide notice as described in Section 22 below. If you do not agree to any such modifications, then you must stop using the Services. If you do not stop using the Services, then your use of the Services will continue under the modified contract. We may choose in the future to charge (or cease charging) for all use of the Services, or change the requirements for use of the Services. If we choose to change the fee requirements for the Services, Microsoft will provide notice of such terms as described in Section 9 and Section 22 below, and you may elect to stop using the Services rather than incurring additional fees. Any documents or websites incorporated into this contract by reference or link may be modified and updated from time to time by Microsoft and upon such modification or update will be deemed a part of this contract.

9. **FEES AND PAYMENT.** Microsoft reserves the right, in its sole discretion, to charge or charge additional (or lesser) fees for use of or access to some or all of the Services. If Microsoft decides to charge, or charge additional (or lesser) fees for the Services, such fees and additional terms and conditions will be disclosed to you prior to the effective date when such fees or requirements would be imposed. If you do not agree to any such modifications, then you must stop using the Services. If you do not stop using the Services, then your use of the Services will continue under the modified contract.

10. **YOUR RESPONSIBILITY.** You will indemnify and hold Microsoft (and its directors, officers, affiliates, and agents) parties harmless from and against any and all loss, liability, and expense (including reasonable attorneys' fees and costs) suffered or incurred by reason of any claims, proceedings, or suits based on or arising out of any breach (or alleged breach) by you of this contract, or any part of it, or that otherwise relates to your Website(s), your application(s), or your use of the Services. You will be solely responsible for defending any claim using mutually-agreed counsel, subject to Microsoft's right to participate with counsel it selects, and you will not publicize any claim or agree to any settlement that imposes any obligation or liability on Microsoft (or its directors, officers, affiliates, and agents) without Microsoft's prior written consent, such consent provided by Microsoft in its sole discretion.

11. **RESERVATION OF RIGHTS.** Microsoft and its suppliers retain all right, title, and interest in and to the Services (including the Bing Image Widget and Bing results) and all intellectual property rights in any of these. This contract does not grant you any rights in any Microsoft logo, trademark, or service mark, and you will not use any logo, trademark, or service mark of Microsoft for any purpose without Microsoft's prior written approval. You will not claim or imply any sponsorship or endorsement of your Website or application by Microsoft. All uses of Microsoft's brand and all goodwill associated therewith insure solely to the benefit of Microsoft. Notwithstanding anything else herein to the contrary, Microsoft reserves the right to further limit the license granted in this Section to the extent that your use or display may negatively impact the goodwill or reputation associated with Microsoft's brand.

12. **TERM.** This contract will become effective on your first use of the Services. This contract may be terminated immediately for any reason or no reason and without notice by Microsoft. If this contract terminates, all rights granted to you by this contract will automatically terminate and you will cease to have any rights to use the Services (including, without limitation, the Bing Image Widget). We will not be liable to you for damages resulting solely from terminating this contract according to its terms. All terms of this contract that, by their nature, are intended to survive termination will survive (including, without limitation, Sections 13 and 14).

13. **WE MAKE NO WARRANTY.** The Services provided by Microsoft in this contract are provided on an "as is" and "as available" basis. Microsoft makes no warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the Services, its performance, or anything provided in relation to this contract. Without limiting the foregoing, Microsoft makes no guarantees with respect to the availability or uptime of the Services or any other technologies. Microsoft may conduct maintenance on any of the Services at any time, with or without notice.

14. **LIABILITY LIMITATION.** You can recover from Microsoft and its affiliates and suppliers only direct damages up to US\$5. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental, or punitive damages. This limitation applies to anything related to the Services; content (including code) on third party Internet sites, third party programs or third party conduct; viruses or other disabling features that affect your access to or use of the Services; incompatibility between the

Services and other services, software, and hardware, delays or failures you may have in initiating, conducting, or completing any transmissions or transactions in connection with the Services in an accurate or timely manner; and claims for breach of contract, breach of warranty, guarantee, or condition, strict liability, negligence, or other tort. It also applies even if this remedy does not fully compensate you for any losses or fails of its essential purpose or if Microsoft knew or should have known about the possibility of the damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may, to a certain or entire extent, not apply to you.

15. **CHANGES TO THE SERVICES; CANCELLATION OF THE SERVICES.** We may change (including by removing features, or charging additional fees for features previously provided free or at different rates), update, or enhance (collectively, "modify," or "modification") the Services at any time and may require you to obtain and use the most recent versions. Modifications may affect your ability to use the Services and may require you to change (at your sole cost) the way you previously used them. If any modification is unacceptable to you, your only recourse is to stop using the Services. Your continued use of the Services following any update or change to the Services will constitute your binding acceptance to the update or change. We will not be liable for any costs that you incur, or for lost profits or damages of any kind, related to any such modification. We may cancel or suspend your use of the Services or our offering of the Services partially or in its entirety at any time. Our cancellation or suspension may be without cause, without notice, or both. Upon cancellation, your right to use the Services (including, without limitation, the Bing Image Widget) will cease immediately. Once the Services are cancelled or suspended, any data you have stored on the Services may not be retrieved later.

16. **ADDITIONAL INFORMATION.** You agree to provide information and/or other materials related to your use of the Services, as reasonably requested by Microsoft to verify your compliance with this contract.

17. **INTERPRETING THE CONTRACT.** All parts of this contract apply to the maximum extent permitted by law. If any term of this contract is unenforceable, the remainder will be fully enforced to effect the parties' intent. Unless stated or context requires otherwise: (a) all internal references are to this contract and its parties; (b) "days" means "calendar days"; (c) "may" means that the applicable party has a right, but not an accompanying duty; and (d) a party's choices under this contract are in its sole discretion, subject to any applicable duties of good faith. Lists of examples following "including" or "e.g." are not exhaustive (i.e., are interpreted to include "without limitation"), unless qualified by words such as "only" or "solely." This contract will be interpreted according to the plain meaning of its terms without any presumption that it should be construed to favor either party. The section titles in the contract do not limit the other terms of this contract.

18. **ASSIGNMENT.** We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person without our prior written consent, which will not be unreasonably withheld. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the Services or any part of the Services.

19. **NO THIRD PARTY BENEFICIARIES.** This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

20. **CLAIM MUST BE FILED WITHIN ONE YEAR.** Any claim related to this contract or the Services may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

21. **EXPORT.** The Services (including the Bing Image Widget) are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Services. These laws include restrictions on destinations, end users, and end use. Additional information is provided here (as it may be updated from time to time).

22. **NOTICES.** You may notify Microsoft by postal mail (Microsoft does not accept email notices relating to this contract) addressed as follows: Microsoft Corporation, Attention: LCA - Online Services Division, One Microsoft Way, Redmond, Washington 98052-6399, USA. This contract is in electronic form, and you consent to Microsoft sending you any information related to this contract in electronic form (by email, by access to a Microsoft website designated in an email notice to you, or by posting notice on the Microsoft website located here (or any successor website)). You may withdraw this consent, but if you do, Microsoft may terminate this contract and your right to access and use the Services. Notices provided to you by email will be deemed given and received on the email transmission date. You acknowledge that, as long as you access or use the Services, you must have, or have access to, the necessary software and hardware to receive these notices.

23. **MISCELLANEOUS.** The parties are independent contractors under this contract and do not intend to form any other relationship. You understand and acknowledge that Microsoft is not certifying, nor endorsing, and has no obligation to certify or endorse, any aspect of your Website or application. You are solely responsible, and Microsoft specifically disclaims all liability, for your Website or application, any content or other service displayed in or through, accessed via or relating to your Website or application, and any use, display or implementation of the Bing results made available to you by Microsoft under this contract. You shall not issue a press release or other written public statement regarding this contract without Microsoft's written approval. Only written waivers will be effective. Each party will pay its own costs to perform (except where expressly stated otherwise). You will maintain commercially reasonable levels of insurance with commercially reasonable insurers to enable you to comply with your obligations under this contract. In relation to this contract, you will comply with all applicable laws and other requirements of governments having jurisdiction. All rights and remedies under this contract are cumulative. Except as otherwise expressly stated in this contract, this contract is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous communications and agreements. Except as otherwise expressly provided in Sections 8 and 9, this contract may only be modified in a writing that is manually signed by both parties after the Effective Date.

24. **CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES.** Washington state law governs the interpretation of this contract and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which we direct the Services. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA for all disputes arising



out of or relating to this contract.